



ODISHA POWER TRANSMISSION CORPORATION LTD
OFFICE OF THE ASST.GENERAL MANAGER,EHT STORES DIVISION,
JANAPATH, BHUBANESWAR-751022
TEL NO. 0674-254 FAX NO. 0674-254

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**TENDER SPECIFICATION NO.
G.M.[S&S]- 17 / 2015-16**

FOR

PROCUREMENT OF LED LIGHT FITTINGS FOR FINANCE BUILDING,
OPTCL, BHUBANESWAR.

DATE OF OPENING OF TENDER PAPER- 28.08.2015 , 4.00PM

COST OF TENDER PAPER- 2000.00 + 5% VAT



ODISHA POWER TRANSMISSION CORPORATION LTD

OFFICE OF THE ASST.GENERAL MANAGER,EHT STORES DIVISION,JANAPATH, BHUBANESWAR-751022,
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No. EMC- 106 /12-13/

dt. .08.15

TENDER NOTICE NO. GMS- 17 /2015-16

For and on behalf of Odisha Power Transmission Corporation Ltd., AGM,EHT Stores Division,BBSR invites sealed Tenders from reputed Manufacturer /authorised dealers for supply of various types of LED light fittings to Finance building,OPTCL, BBSR duly super scribed on the cover as : %Tender for Supply of LED Street light fittings to Finance building,OPTCL,Bhubaneswar+Tender papers can be downloaded from the OPTCL website from dt. 01.08.2015 to dt. 28.08.2015. The tender will opened on dt. 28.08.15 at 4.00PM. Interested firms may visit OPTCL's official website www.optcl.co.in for detail specifications.

ASST. GENERAL MANAGER [S]

CC to

1. CGM(O&M),OPTCL for kind inf.
2. Sr.GM(F),C&B,OPTCL for kind inf.
3. GM(S&S),OPTCL for kind inf.



NOTICE INVITING TENDER

ODISHA POWER TRANSMISSION CORPORATION LTD
JANPATH, BHUBANESWAR . 751 022,

TENDER NOTICE NO. GMS- 17 /2015-16

For and on behalf of the Odisha Power Transmission Corporation Limited, the undersigned invites bids under SINGLE-part bidding system in double-sealed cover, for the works as mentioned below, duly super scribed with Tender Specification No. & Date of opening, from reputed contractors for supply of LED light fittings to OPTCL Headqrs office, Bhubaneswar.

| Sl. No. | Tender Specification No. | Description of works. | Earnest Money Deposit (In ₹.) | Cost of Tender Paper | Last date of receipt & opening of tender |
|---------|--------------------------|--|-------------------------------|----------------------|--|
| 1. | GMS- 17 /2015-16 | Supply of LED light fittings to OPTCL Headqrs office, Bhubaneswar. | 5,000.00 | 2000+5% VAT | 28.08.15 at 1.00PM & 4.00PM respectively |

The specification can be downloaded from OPTCL's official web site upto 1.00PM on dt. 28.08.2015 and the same may be submitted alongwith the cost of tender document & necessary EMD by way of demand draft/ pay order payable to Asst.General Manager, EHT Stores Division, OPTCL, Bhubaneswar at the time of submission of tender document. Incase any deviation is found in the tender document submitted by the Tenderers from the content mentioned in our web site and/ or non submission of cost of tender documents, the tender shall liable to be rejected at any stage of the contract. The Tenderers has to indemnify OPTCL for any loss accruing due to such alteration in the terms and conditions of the tender document & / or for such alteration, resulting in the cancellation of the contract.

Complete bid for the works will be received upto 1 P.M. only and the same will be opened at 4.00 P.M. on the date mentioned in the notice inviting tender. In the event of any specified date for the sale, submission or opening of bids being declared a holiday for purchaser, the bids will be sold/ received/ opened upto the appointed times on the next working day. Only one representative of the bidder will be allowed to participate in the bid opening with valid identification certificate. OPTCL also reserves the right to accept or reject the tender without assigning any reasons thereof, if the situation so warrants. OPTCL shall not be responsible for any postal delay at any stage.

Minimum qualification criteria of bidders:

The bidder must have executed similar type of work previously during last three years. They should be willing to furnish at least one of the performance certificate from central /state Govt. or their undertakings. The contractor should have with PAN & VAT registration.

ASST. GENERAL MANAGER
EHT STORES DIVISION,
BHUBANESWAR

SECTION – I

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COMMERCIAL SPECIFICATION

PART . I SECTION - I INSTRUCTIONS TO TENDERER

1. Submission of Bids:-

Sealed tenders in Duplicate on single part basis, each complete in all respect, in the manner hereinafter specified are to be submitted in the office of Asst. General Manager (S), OPTCL, Bhubaneswar on or before the date and time specified against the relevant tender Specification in the notice inviting the tenders. Each copy of the bids (original & duplicate) shall be in separate double sealed envelopes super scribed on each of the covers the relevant tender Specification number and the due date of opening of the bids on the right hand top side of the envelopes. On the left top sides original/duplicate as is relevant, shall be written.

2. Division of Specification:

The Specification is mainly divided into single part Consists of

- (i) Section-I : Instructions to Tenderers.
- (ii) Section-II : General conditions of supply (commercial)
- (iii) Section-III : Schedules and forms etc.
- (iv) Section-IV : Technical Specification.
- (v) Abstract of price components as per Annexure-IV.
- (vi) Schedule of prices as per Annexure-V.

3. Tenders shall be in single Parts

The Tenderers are required to submit the tenders in single parts each in separate double sealed covers. Part-I shall be superscripted as %B.M.D., technical and commercial+price bid+.

4. Opening of Bids.

(a) The bid shall be opened in the office of the Asst.General Manager (S) in presence of such of the Tenderers or their authorized representatives (limited to one person only) on the due date of opening of tender and after scrutiny of the technical particulars and other commercial terms, clarifications as may be required, shall be sought for from the bidders.

5. Purchaser's Right Regarding Alteration of Quantities Tendered.

The Purchaser may alter the quantities of materials/equipment at the time of placing orders. Initially the Purchaser may place order for lesser quantity with full freedom to place extension orders for further quantity under similar terms and conditions of the original orders. Order may also be split among more than one Tenderer for any particular item if considered necessary in the interest of the Purchaser.

6. Procedure & Opening Time of Tenders:

Tenders will be opened in the office of the Asst.General Manager (S) on the specified date and time in presence of such of the Tenderers or their authorized representatives (limited to one person only) in case of each bidders who may desire to be present, at the time of opening the bids. The Asst.General Manager (S) or his authorized representatives will, on opening each bid, read aloud the name of the bidder. He shall also read aloud the attested and un-attested corrections and shall record the number of such corrections on each page of the technical bid over his dated initials and also initial all such corrections.

7. Bidder's Liberty to Deviate from Specification:

The Tenderer may deviate from the Specification while quoting if in his opinion such deviation is in the line with the manufacturer's standard practice and conducive to a better and more economical offer. All such deviations should however be clearly indicated giving full justifications for such deviation. (Read with Clause-9, Section-II of the Specification).

8. Eligibility for Submission of Bids.

Tenderers who have purchased the Specification from the office or downloaded from the official website of OPTCL & deposited the tender cost while submitting the tender will only be considered.

9. Purchaser's Right to Accept/Reject Bids.

The purchaser reserves the right to reject any or all the tenders without assigning any reasons whatsoever if it is in the interest of OPTCL under the existing circumstances. (Read with Clause-10, Section-II of the Specification).

10. Mode of Submission of Bids.

(A) Bids, complete in all respect shall be submitted in person or by registered Post with A.D. Any other mode shall not be accepted. When delivered in person, the tenders shall be received by a responsible officer of the office of the Asst.General Manager (S), OPTCL who shall officially acknowledge the receipt of the same. Tenders received after due date and time shall be returned un-opened.

(B) **Telegraphic, Telephonic or FAX Tenders** shall not be accepted under any circumstances.

11. (i) **Earnest Money Deposit.**

The tender shall be accompanied by Earnest Money Deposit of value specified in the notice inviting tenders. Tenders without the required E.M.D. will be rejected outright .

The earnest money deposit shall be furnished in one of the following forms subject to the conditions mentioned below:

(a) **Bank Draft:** To be drawn in favour of the EHT Stores Division, OPTCL, Bhubaneswar.

(b) Bank Guarantee from any nationalized/scheduled Bank strictly as per enclosed proforma vide Annexure-VI to be executed on non-judicial stamp paper of appropriate value worth Rs.29/- to be accompanied by the confirmation letter of the issuing Bank.

(c) National saving Certificates duly pledged in favour of Asst. General Manager, EHT Stores Div, OPTCL, (Hqrs. Office), Bhubaneswar-751022.

The validity of the E.M.D. Bank Guarantee shall be 240 days from the date of opening of tender, failing which the tender will be liable for rejection.

(ii) No interest shall be paid on the Earnest Money Deposit.

(i) No adjustment towards Earnest Money Deposit shall be permitted Against any outstanding amount with OPTCL.

(ii) In the case of un-successful Tenderer the Earnest Money will be refunded Immediately after the tender is decided. In the case of successful tenderer, EMD will be refunded only after furnishing of security money referred to at Clause-19 of section . II. Suits if any, arising out of this Clause shall be filed in a Court of law to which the jurisdiction of high court of Odisha extends.

(iii) Earnest Money will be forfeited if the Tenderer fails to accept the letter of intent and /or purchase orders issued in his favour.

12. **Validity of the Bids**

The tenders should be kept valid for a period of 180 days from the date of opening of the tender as notified in the tender notice failing which the tenders will be rejected.

13. **PRICE** Tenderers are requested to quote FIRM price only.

14. **Revision of Tender Price By Bidders**

(a) After opening of tenders and within the validity period, no reduction or Enhancement in price will be entertained. If there is any change in price, the tender shall stand rejected and E.M.D. deposited shall be forfeited. In case of bidders who are exempted from depositing E.M.D. and who revise their price within the validity period, the bids for similar items against subsequent tender call notice of OPTCL, may not be considered.

- (b) If required, the Tenderers may be asked to extend the validity period of bids under the same terms and conditions as per the original tender except for the change in delivery period, In such an event the Tenderers are free to change any or all conditions of their bids including price at their own risk.

15. **Tenderers to be fully Conversant with the Clauses of the Specification.**

Tenderers are expected to be fully conversant with the meaning of all the Clauses of the Specification before submitting their tenders. In case of doubt regarding the meaning of any Clause the Tenderer may seek clarification in writing from the Asst.General Manager (S), OPTCL. This however, does not entitle the Tenderer to ask for time beyond due date fixed for receipt of tender.

16. **Documents to Accompany Bids**

Tenderers are required to submit tenders in the following manner :-

- (i) Declaration Form. (As per Annexure . I)
- (ii) Earnest Money /Documents in support of exemption from Earnest Money Deposit if any.(As per Annexure-VI)
- (iii) Technical Specification and Guaranteed Technical Particulars conforming to the Purchaser's Specification along with drawings and literature.
 - a. Abstract of Terms & Conditions in prescribed Proforma as per Annexure-II.
 - b. General Terms & Conditions of supply offer as per Section-II of specification.
 - c. List of orders executed for similar items during preceding four years indicating the customer's name & P.O. copies.
 - d. Data on past experience as per Clause-7 of Section . II of the Specification.
 - e. Sales Tax, Income Tax clearance certificates, for the previous year.
 - f. Schedule of quantity and delivery in the prescribed proforma vide Annexure-III.
 - g. Orders in hand to be executed.
 - h. Abstract of Price Components, as per Annexure-IV.
 - i. Schedule of prices in the prescribed proforma as per Annexure . V.

17. **Conditional Offer**

Conditional offer shall not be accepted.

18. **General**

- i) Over writing shall be avoided
- ii) Erasures and other changes shall bear the dated initial of the person signing the tender.
- iii) In the event of discrepancy or arithmetical error in the schedule of price, the decision of the Purchaser shall be final and binding on the Tenderer.
- iv) For evaluation the price mentioned in words shall be taken if there is any difference in figure and words in the price bid.
- v) Notice inviting tender shall form part of this Specification.

- vi) The price bids of the technically and otherwise acceptable bids shall only be evaluated. The price bids of others (along with E.M.D. if any) shall be returned to the bidders unopened.

PART - I

SECTION - II

GENERAL TERMS & CONDITIONS OF CONTRACT (G.T.C.C)

1. **Scope of the Contract**

The scope of the contract shall be to Supply of different types LED light fittings to OPTCL Headqrs office,Bhubaneswar .

2.0 **Definition of Terms**

For the purpose of this Specification and General Terms & Conditions of Contract (G.T.C.C.) the following words shall have the meanings hereby indicated, except where otherwise described or defined.

2.1 ~~The~~ Purchaser+ shall mean the Asst.General Manager (S) for & on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD., Bhubaneswar.

2.2 ~~The~~ Engineer+ shall mean the engineer appointed by the Purchaser for the purpose of this contract.

2.2 ~~Purchaser's~~ Representative+ shall mean any person or persons or consulting firm appointed and remunerated by the Purchaser to supervise, inspect, test and examine workmanship and materials of the equipment to be supplied.

2.3 ~~The~~ Contractor+ shall mean the Bidder whose bid has been accepted by the Purchaser and shall include the Biddersq executives, Administrators, Successors and permitted assignees.

2.4 ~~Equipment~~+ shall mean and include all machinery, apparatus, Materials, articles to be provided under the contract by the Contractor.

- 2.5 ~~%Contract Price+~~ shall mean the sum named in or calculated in accordance with the provisions of the contract as the ~~%Contract Price+~~ which shall include packing, forwarding, freight, insurance excise duty, sales tax, Octroi and other taxes and duties as applicable at the time of opening of bids.
- 2.6 ~~%General Conditions+~~ shall mean these General Terms and Conditions of Contract.
- 2.7 ~~%The Specification+~~ shall mean the Specification annexed to or issued with G.T.C.C. and shall include the schedules & drawings attached thereto as well as all samples and pattern, if any.
- 2.8 ~~%Month+~~ shall mean ~~%Calendar month+~~
- 2.9 ~~%Writing+~~ shall include any manuscript, type written, printed or other statement reproduction in any visible form and whether under seal or under hand.
- 2.10 ~~%O.R. Destination Costs+~~ shall mean the cost of equipment and material at the consignee's stores. The cost is exclusive of Excise duty, Sales Tax and other Local Taxes, but is inclusive of packing, forwarding and insurance and freight charges.
- 2.11 The term ~~%Contract documents+~~ shall mean and include G.T.C.C., Specifications, Schedules, Drawings, Form of Tender, Covering Letter, Schedule of Price of the final successful bidder any special conditions applicable to the particular contract, Specifications and drawings and the purchase order & the agreement to be entered into.
- 2.12 Terms and Conditions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act, failing that, in the Odisha General Clauses Act.

3. **Manner of Execution**

All equipments supplied under the contract shall be manufactured in the manner set out in the Specification or where not set out, to the reasonable satisfaction of the Purchaser's representative.

4. **Inspection and Testing**

- i) The Purchaser's representative shall be entitled at all reasonable times during manufacture to inspect, examine and test on the Contractor's premises the materials and workmanship of all equipment to be supplied under this contract and if part of the said equipment is being manufactured on other premises, the Contractor shall obtain for the Purchaser's representative, permission to inspect, examine and test as if the equipment were being manufactured on the Contractor's premises. Such inspection, examination and testing shall not release the Contractor from his obligations under the contract.
- ii) The Contractor shall give to the Purchaser adequate time/notice (at least 5 days for inside the State suppliers and 15 days for outside the State suppliers) in writing for inspection of materials indicating the place at which the equipment is ready for testing and inspection and shall also furnish the Routine Test Certificates and Packing List along with offer for inspection to the Purchaser

indicating the quantity which can be delivered in full truck load/Mini truck load to facilitate issue of dispatch instruction.

- iii) Where the contract provides for test on the Premises of the Contractor or of any of his Sub-Contractors, the Contractor shall provide such assistance, labour, materials, electricity, fuel and instruments as may be required or as may be reasonably demanded by the Purchaser's representative to carry out such test effectively & efficiently. The Contractor is required to produce Routine Test Certificate before offering their materials for inspection.
- iv) After completion of the tests, the Purchaser's representative shall forward the test results to the Purchaser. If the test results are satisfactory, the purchaser shall communicate the same to the Contractor in writing. The Contractor shall provide at least three copies of the test certificates to the Purchaser.
- v) The Purchaser has the right to have the tests carried out at his own cost by an independent agency whenever there is a dispute regarding the quality of supply.

5. **Training Facilities:** The Contractor shall provide all possible facilities for training of Purchaser's Technical personnel, where applicable when deputed by the Purchaser for acquiring first hand knowledge in assembly of the equipment and for its proper operation and maintenance in service if required.

6. **Rejection of Materials**

In the event any of the materials/equipment supplied by the Contractor is found defective due to faulty design, bad workmanship, bad materials used or otherwise not in conformity with the requirements of the Specification, the Purchaser shall either reject the materials/equipment or ask the Contractor in writing to rectify the same. The Contractor on receipt of such notification shall either rectify or replace the defective equipment free of cost of the Purchaser. If the Contractor fails to do so, the Purchaser may :-

- (a) As its option, replace or rectify such defective equipment and recover the extra costs so involved from the Contractor plus fifteen percent and /or.
- (b) Terminate the contract for balance work/supplies, with enforcement of penalty Clause as per contract for the un-delivered goods and with forfeiture of performance Guarantee/Composite Bank Guarantee.
- (c) Acquire the defective equipment/materials at reduced price, considered equitable under the circumstances.

7. **Experience of Bidders :**

The bidders should furnish information regarding experience particularly on the following points:-

- i) Name of the Manufacture.
- ii) Standing of the firm and manufacture of equipment quoted:
- iii) Description of equipment similar to the quoted, supplied and installed during the last four years with the name(s) of the party(s) to whom supplies were made:
- iv) Details as to where installed etc:

- v) Testing facilities at manufacturer's works:
- vi) If the manufacturer is having collaboration with another firm(s) details regarding the same.
- vii) A list of Purchase orders executed during the last four years along with user's certificate.
- viii) Equipment capability & upto calibration certificate(s) .

Bids may not be considered if the past manufacturing experience is found to be unsatisfactory or is of less than 4 years on the date of opening of the bid.

8. **Language and Measures**

All documents pertaining to the contract including Specifications, Schedule, Notices, Correspondence, Operating & Maintenance instructions, Drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in this contract.

9. **Deviation from Specification**

It is in the interest of the Tenderers to study the Specification, drawing etc. specified in the tender schedule thoroughly before tendering so that, if any deviations are made by the Tenderers the same are prominently brought out on a separate sheet under heading %Deviations+.

A list of deviation shall be enclosed with the Tender. Unless deviation in scope, technical and commercial stipulations are specifically mentioned in the list of deviations, it shall be presumed that the Tenderer has accepted all the conditions stipulated in the tender Specification, notwithstanding any exemptions mentioned therein.

10. **Right to Reject/Accept Any Tender**

The Purchaser reserves the right either to reject or to accept any or all tenders if the situation so warrants in the interest of the Purchaser. Orders may also be split up between different Tenderers on individual merits of the Tenderer. The Purchaser has exclusive right to alter the quantities of materials at the time of placing final Purchase order. After placing of the order, the Purchaser may defer the delivery of the materials. It may be clearly understood by the Tenderer that the Purchaser need not, assign any reason for the above action(s).

11. **Contractor to inform himself fully**

The Contractor shall examine the instructions to Tenderers, General Conditions of contract, Specification and the Schedules of Quantity and delivery to satisfy himself as to all terms and conditions and circumstances affecting the contract price. He shall quote price(s) according to his own views on these matters and understand that additional allowances except as otherwise provided therein will be levied. The Purchaser shall not be responsible for any misunderstanding or incorrect information obtaining by the Contractor other than the information given to the Contractor in writing by the Purchaser.

12. **Patent Rights Etc.**

The Contractor shall indemnify the Purchaser against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent design or copy right protected either in the country of origin or in India by the use of any equipment/ materials supplied by the Contractor. But such indemnity shall not cover any use of the equipment, other than for the purpose indicated by or reasonably to be inferred from the Specification.

13. Delivery

- (a) Time being essence of the contract, the equipment shall be supplied within the delivery date specified in the contract. The Purchaser, however, reserves the right to reschedule the delivery and change the destination if required. The delivery period shall be reckoned from the date of placing the Letter or Intent/Purchase order as may be specified in the LOI/Purchase order.
- (b)
 - i) The desired delivery period shall not ordinarily exceed more than 3 months.
 - ii) The quantity offered for inspection should tally with the lots prescribed for delivery in the purchase order.
 - iii) Dispatch instructions shall be issued to accommodate a full truck load/mini truck load.
- (c) The delivery of LED light fittings are to be completed within 45days from the date of issue of Purchase order.

14. Despatch instructions.

The materials should be securely packed and dispatched directly to the consignee at the Contractor's risk by Lorry Transport only.

Loading & Unloading of Ordered Materials.

It will be the sole responsibility of the Contractor for loading and unloading & stacking of materials both at the factory site and at the destination store. The Purchaser shall have no responsibility on this account.

15. Contractor's Default Liability.

- I. The Purchaser may, upon written notice of default to the Contractor, terminate the contract in circumstances detailed hereunder.
- ii. If in the judgment of the Purchaser, the Contractor fails to make delivery of equipment within the time specified in the contract or within the period for which extension has been granted by the Purchaser in writing in response to written request of the Contractor.
- lii. If in the judgment of the Purchaser, the Contractor fails to comply with any of the provisions of this contract.
 - a) In the event Purchaser terminates the contract in whole or in part as provided in Clause-15(i) of this section, the Purchaser reserves the right to purchase upon such terms and in such a manner as he may deem appropriate equipment/ material similar to those terminated and the Contractor will be liable to the Purchaser for any additional costs for such similar equipment and/or for penalty for delay as defined in Clause-23 of this section until such reasonable time as may be required for the final supply of equipment.

b) In the event the Purchase does not terminate the contract as provided in Clause 15(i) of this Section, Contractor shall continue executing the contract, in which case he shall be liable to the Purchaser for penalty for delay as set out in Clause-23 of this Section until the equipment is accepted. This shall be based only on written request of the supplier and written willingness of Purchaser.

16. Force Majeure:

The Contractor shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force Majeure such as acts of God, acts of the public enemy, acts of Govt., Fires, Floods, Epidemics, Quarantine restrictions, strikes, Freight Embargo, provided that the Contractor shall within ten (10) days from the beginning of such delay notify the Purchaser in writing of the cause of delay, upon which, the Purchaser shall verify the facts and grant such extension as facts justify.

17. Extension of Time.

If the delivery of equipment/materials is delayed due to reasons beyond the control of the Contractor, the Contractor shall without delay give notice to the Purchaser in writing of his claim for an extension of time. The Purchaser on receipt of such notice may agree to extend the contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract.

18. Guarantee Period.

i) The stores covered by this Specification should be Guaranteed for satisfactory operation and against defects in design, materials and workmanship for a period of at least 24 (twentyfour) months from the last date of commissioning or 30months from the date of delivery whichever is earlier. The above Guarantee Certificate shall be furnished in triplicate to the purchaser for his approval. Any defect noticed during this period should be rectified by the Contractor free of cost to the Purchaser provided such defects are due to faulty design, bad workmanship or bad materials used, upon written notice from the Purchaser.

ii) Equipment/material failed or found defective during Guarantee period shall have to be guaranteed after repair/replacement for a further period of 24 months from the date of commissioning or 30 months from the date of receipt at the Stores after such repair/replacement which ever is earlier.

Date of delivery as used in this Clause shall mean the date on which the materials are received in OPTCL stores in good condition, which are released for dispatch by the Purchaser after due inspection.

19. Bank Guarantee towards Security Deposit, 100% Payment and performance Guarantee.

A Composite Bank Guarantee as per the proforma enclosed at Annexure-VII of the specification for 10%(Ten percent) of the total cost of the purchase order, shall be furnished from any Nationalised/ Scheduled Bank having a place of business at Bhubaneswar, to the office of Asst.General Manager,EHT Stores Division,OPTCL within

15(Fifteen) days of issue of purchase order. The Bank Guarantee shall be executed on non-judicial stamp paper worth of Rs.29/- or as applicable, as per the prevalent rules, valid for a period of 2(two) month more than the guarantee period mentioned at clause-18 for scrutiny and acceptance, failing which the supply order will be liable for cancellation without any further written notice. The said Bank Guarantee should be accompanied or followed by a confirmation letter from the concerned Bank, & should have provision for encashment at BBSR, before the bank Guarantee is accepted & all concerned intimated. The BG should be revalidated as & when intimated to you to cover the entire guarantee period. You are requested to extended the validity of the entire guarantee period.

- i) No interest is payable on any kind of Bank Guarantee.
- ii) In case of non-fulfillment of contractual obligation as required in the detailed purchase order/specification, the composite Bank Guarantee/Permanent Registration Fee shall be forfeited.
- iii) The Composite/Performance Bank guarantee amount on the full order value shall be deducted from the first claim of the supplies made in cases where no Composite Bank Guarantee/Performance Bank Guarantee is furnished.

20. (A) Performance Guarantee

The suppliers those who are not covered under Clause-19(i), (ii), (iv) of this Specification including Central/State Govt. undertaking are required to furnish a performance Guarantee to the tune of 2.5% of the total F.O.R. Destination cost of the purchase order in shape of Bank Guarantee from any Nationalised or Scheduled Bank on a non-judicial stamp paper worth Rs.29/- or as applicable as per prevalent rules, as per the proforma at Annexure-VIII of the Specification. Such performance Bank Guarantee shall be furnished while delivering the first Lot of goods or within 30 days of issue of the purchase order whichever is earlier. The Bank Guarantee shall be valid to cover the guarantee period for the materials as stipulated under Clause -18 of the Specification. Such Bank Guarantee shall be supported by the confirmation letter of the issuing Bank.

- (B) Annexure . XI . enclosed to the Specification may be referred to for details regarding security Deposit, Payment and Performance Guarantee.

21. Import License

In case imported materials are offered no assistance will be given for release of foreign Exchange. The firm should arrange to import materials from their own quota. Equipment of indigenous origin will be preferred.

22. Terms of Payment.

100% payment shall be made within 30 days on Supply of materials at site subject to verification by the consignee and approval of Guarantee Certificates by the purchaser and furnishing of @10% value of materials as Composite Bank Guarantee.

23. Penalty for Delay in Completion of Contract.

(i) If the Contractor fails to deliver the materials/equipments within the delivery schedule specified in the contract including delivery time extension, if any, granted thereto, the Purchaser shall recover from the Contractor penalty for a sum of one half of one percent (0.5 per cent) of the Ex-works price of the undelivered equipment for each calendar week of delay or any part thereof. For this purpose the date of receipted challans shall be reckoned as the date of delivery. The total amount of penalty shall not exceed five per cent (5%) of the Ex-works price of the unit or units so delayed. Equipment will be deemed to have been delivered only when all its components, parts are also delivered. If certain components are not delivered in time, the equipment will be considered as delayed until such time as the missing parts are delivered.

(ii) If the contractor fails to rectify/ replace the equipment/materials within 30days from the date of intimation of the fact, so noticed by the purchaser within the guarantee period then the penalty for sum of one half of the one percent(0.5%) of the total purchase order amount for each calendar week of delay shall be recovered by the purchaser within the guarantee period. For this purpose, penalty date will shift from the 30th day from the date of issue of letter on defective ness of equipments/materials, so supplied by the purchaser. The total amount of penalty in this case shall not exceed 10% (Ten percent) at the purchase order amount. If the defects so intimate will not rectified by the suppliers within the guarantee period then whole of the BG will be forfeited by the purchaser, without any intimation to the supplier.

24. Insurance

The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of law to protect his interest and interests of the employer, against all perils detailed herein. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to the employer. However irrespective of such acceptance the responsibility to maintain adequate insurance coverage at all time during the period of Contract. Shall be of the contractor alone. The contractor's failure in this regard shall not relieve him of any of this contractual responsibilities and obligations. The Insurance covers to be taken by the Contractor shall be in the joint name of the Employer and the Contractor. The Contractor shall, however, be authorized to deal directly with Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers. Further the insurance should be in freely convertible currency. Any loss or damage to the equipment during handling, transportation, storage erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the Contractor.

25. Payment Due from the Contractor.

All costs and damages, for which the Contractor is liable to the Purchaser, will be deducted by the Purchaser from any money due to the Contractor under any of the Contract(s).

- 26. Sales Tax Clearance, Balance sheet and Profit & Loss Account.**
- (i) Sales Tax clearance certificates valid upto the date of opening of Tender, should be enclosed with tender.
 - (ii) Balance sheet and profit and loss account of the bidder duly certified by the Chartered Accountant for the previous 3 years should be enclosed to assess the financial soundness.
- 27. Certificate for exemption from Excise Duty/Sales Tax.**
Offers with exemption from Excise duty including Sales Tax shall be accompanied with authenticated proof of such exemption. Authenticated proof for this Clause shall mean attested Photostat copy of exemption certificate.
- 28. Contractor's Responsibility.**
Notwithstanding anything mentioned in the Specification or subsequent approval or acceptance by the Purchaser, the ultimate responsibility for design, materials used and satisfactory performance shall rest with the Tenderers.
- 29. Validity.**
Prices and conditions contained in the offer should be kept valid for a period of 180 days from the date of opening of the tender, failing which, the tender shall be rejected.
- 30. Evaluation & Comparison of Bids.**
- (i) **Weightage shall be given to the following factors in the Evaluation & Comparison of Bids.**
 - (a) Quality & technical features being same, local Manufacturers will be given preference.
 - (b) More Nos. of year of guarantee on the light fittings will be considered.
 - (c) Early Delivery.
 - (d) Past track record in delivery of similar items to OPTCL.
 - (e) Track record in manufacture & supply of similar items to other utilities other than OPTCL.
 - (f) Deviation in the bid vis-à-vis in the stipulation in the Bid Specification both in Technical and Commercial.
 - (g) In comparing bids and in making awards, the Purchaser may consider such factors as compliance with Specification, relative quality & adaptability of supplies or services, experience, financial soundness, record of integrity in dealings, performance of materials/equipments earlier supplied, ability to furnish repairs and maintenance services, the time of delivery, capability to perform including available facilities such as adequate shops, plants, equipment and technical organization.
- 31. Jurisdiction of the High Court of Odisha.**
Suits, if any, arising out of this contract shall be filed by either party in a Court of Law to which the jurisdiction of High Court of Odisha extends.
- 32. Correspondences.**

- i) Any notice to the Contractor under the terms of the contract shall be served by Registered Post or by hand at the Contractor's Principal Place of Business.
- ii) Any notice to the Purchaser shall be served at the Purchaser's Principal office in the same manner.

33. Official Address of the Parties to the Contract.

The address of the parties to the contract shall be specified:

(i) **Purchaser:** Asst.General Manager,EHT Stores Division
ODISHA POWER TRANSMISSION CORPORATION LTD,
Bhubaneswar-751022. Phone: 0674-2541801/ 2542554

(ii) **Supplier:**

Address:

Telephone No.

FAX No.

34. Outright Rejection of Tenders. Tenders shall be outright rejected if they are not complying with the following requirements:

- i) Tenders shall be submitted in person or by **Registered Post with A.D.**
- ii) Tenders shall not be submitted telegraphically or by FAX.
- iii) Tenders shall be accompanied by the prescribed Earnest Money Deposit unless otherwise qualified for exemption from furnishing of EMD.
- iv) Tender shall be kept valid for a period of 180 days from the date of opening of Tender.
- v) Tender shall be submitted in one part as specified.
- vii) The schedule of prices should be filled up fully to indicate the break-up of the prices including taxes and duties. Incomplete submission of this schedule will make the tender liable for rejection.
- viii) Tenderer should quote FIRM price and the price should be kept valid for a period of 180 days from the date of opening of the tender.

35. Documents to be treated as Confidential.

The Contractor shall treat the details of the Specification and other Tender documents as private and confidential and they shall not be reproduced without written authorization from the Purchaser.

36. Scheme/Projects.

The materials/equipments covered in this Specification shall come under O&M works of OPTCL.

TECHNICAL SPECIFICATION

| SL NO | Description of Items | Technical Specifications |
|-------|--|--|
| 1 | Supply of 1x 60W LED Street light fittings with bulb, to be fitted on 50/38mm GI pipe with junction box complete in all respect etc. | Screwless design,Light weight, made with Fire resistance materials. Lamp Efficacy:>100Lumen/Watt, Ingress Protection: IP-65/66,Lamp life with L70 criterion: > 50,000 operatings |

| | | |
|---|--|--|
| | | Hours |
| 2 | Supply of 18W 4' LED Tube light fitting (Make: Philips/ Gkon/ Havells/Maiestas or equivalent)with lamp complete in all respect. | Surface mounted LED Tube light, Colour: Snow White ,18W, Length:1000mm |
| 3 | Supply of 1x 50W LED Street light fittings with bulb, to be fitted on 50/38mm GI pipe with junction box complete in all respect etc. | Screwless design,Light weight, made with Fire resistance materials. Lamp Efficacy:>100Lumen/Watt, Ingress Protection: IP-65/66,Lamp life with L70 criterion: > 50,000 operatings Hours |
| 4 | 120W Highbay LED light fittings | Lamp Efficacy:>100Lumen/Watt, Ingress Protection: IP-65/66,Lamp life with L70 criterion: > 50,000 operatings Hours |

SECTION - III

(LIST OF ANNEXURES)

The following Schedules and proforma are annexed to this Specification and contained in Section - III as referred to in the relevant Clauses.

| | | |
|-------|---|---------------|
| i) | Declaration Form | ANNEXURE-I |
| ii) | Abstract of Terms & Conditions to accompany Section . II of Part . I | ANNEXURE-II |
| iii) | Schedule of Quantity & Delivery | ANNEXURE-III |
| iv) | Abstract of Price Component (to accompany Part . II of this Specification). | ANNEXURE-IV |
| v) | Schedule of prices to accompany Part . II | ANNEXURE-V |
| vi) | Bank Guarantee form for Earnest Money Deposit. | ANNEXURE-VI |
| vii) | Composite Bank Guarantee form for security Deposit, Payment & Performance. | ANNEXURE-VII |
| viii) | Bank Guarantee Form for Performance Guarantee. | ANNEXURE-VIII |
| ix) | Bank Guarantee form for 100%. | ANNEXURE-IX |

ANNEXURE – I

DECLARATION FORM

To

Sir,

1. Having examined the above specification together with Tender conditions referred to therein I/We the undersigned hereby offer to supply the materials covered thereon complete in all respects as per the Specification and General Conditions, at the rates entered in the attached contract schedule of prices in the Tender.
2. I/We hereby undertake to have the materials delivered within the time specified in the Tender.
3. I/We here guarantee the technical particulars given in the Tender supported with necessary reports from concerned authorities.
4. I/We certify to have purchased/down loaded a copy of the Specification by remitting Cash/Money order/ D.D./ remitting the cost of tender, herewith and this has been acknowledged by your letter No._____ Dated_____

5. In the event of Purchase order being decided in my/our favour, I/We agree to furnish the Security Deposit in the manner acceptable to ODISHA POWER TRANSMISSION CORPORATION LTD. and for the sum as applicable to me/us per Clause-19 of Section . II of this Specification within 15 days of issue of Letter of intent/Purchase order failing which I/We clearly understand that the said Letter of intent/Purchase order will be liable to be withdrawn by the Purchaser.

Signed this _____ day of _____ 20_____

Yours faithfully,

Signature of Tenderer
With Seal of the Company

(This form should be fully filled up by the Tenderer and submitted along with the original copy of Tender)

ANNEXURE – II

**ABSTRACT OF GENERAL TERMS & CONDITIONS OF
CONTRACT (COMMERCIAL) TO ACCOMPANY PART –I**

| | | |
|---|--|------------------------------------|
| 1 | Earnest Money Furnished | (a)Bank Guarantee (b)Bank Draft |
| 2 | Manufacturers/supply experience including user's certificate furnished or not. (As per Clause No.7 of Section . II) | Yes/No |
| 3 | Deviations to the Specification in any (list enclosed or not. | Yes/No |
| 4 | Guarantee: Whether agreeable to OPTCL's terms | Yes/No |
| 5 | Whether agreeable to furnish Performance Guarantee as per Clause . 20 of Section . II | Yes/No |
| 6 | Terms of Payment: Whether agreeable to OPTCL's standard terms of payment or not. | Yes/No |

| | | |
|----|---|--------|
| | (As per clause . 22 of Section . II) | |
| 7 | Nature of Price: Firm | Yes/No |
| 8 | Penalty: Whether agreeable to OPTCL's terms or not | Yes/No |
| 9 | Whether ITCC/STCC/P&L A/C. for the required period are furnished as per Clause-26 of Section . II | Yes/No |
| 10 | Validity: - Whether agreeable to OPTCL's terms or not. (As per Clause . 29 of Section . II) | Yes/No |
| 11 | Manufacturer's name and its trade mark. | Yes/No |
| 12 | VAT / TIN | |
| 13 | PAN | |
| 14 | Delivery (Period in months from the date of Placement of purchase order.) | Yes/No |
| 15 | Whether declaration form duly filled in finished or not. | Yes/No |
| 16 | Service Tax Regd. No. | |

Place _____

Date _____

Signature of the Tenderer
With Seal of the Company

ANNEXURE – III

SCHEDULE OF QUANTITY AND DELIVERY

| Sl. No | Description | Quantity Required | Desired Delivery Period | Destination. |
|--------|-------------|-------------------|-------------------------|--|
| 1. | As per list | As per list | Within 45 days | Electrical Maintenance Cell, OPTCL, BBSR |

NB : The details delivery programme and quantity to be delivered will be intimated at the time of placement of the Purchase Order.

ANNEXURE – IV

(ABSTRACT OF PRICE COMPONENT (TO ACCOMPANY PRICE BID))

| | |
|---|--------------------------------------|
| 1. Price Basis | F.O.R Purchaser @ Destination Stores |
| 2. Packing & Forwarding | |
| 3. Rate of insurance charges | |
| 4. Rate of Freight charges | |
| 5. Rate of Excise duty | |
| 6. Rate of Sales Tax | |
| 7. Rate of other taxes/levies/duties etc. | |
| 8. Rate of Entry Tax | |
| 9. Rate of Service Tax | |
| 10. Nature of Price | FIRM |

Place : _____
Date : _____

Signature of the Tenderer
With Seal of Company

PROFORMA FOR BANK GUARANTEE FORM FOR EARNEST MONEY DEPOSIT

Ref : _____ Date : _____ Bank Guarantee No: _____

1. In accordance with invitation to Bid No. _____ Dated _____ of ODISHA POWER TRANSMISSION CORPORATION LTD (OPTCL) (hereinafter referred to as the OPTCL) for the purchase of

Messers _____ Address _____
_____ wish/wished to participate in the said tender and as a Bank Guarantee for the sum of ` (Rupees _____) valid for period of 240 days (Two Hundred Forty Days) is required to be submitted by the Tenderer. We the _____

(Indicate the name of Bank)

(hereinafter referred to as the Bank) at the request of M/s _____ (hereinafter referred to as Contractor(s) do hereby unequivocally and Un-conditionally guarantee and undertake to pay during the above said period, on written request by the General Manager (S&S), ODISHA POWER TRANSMISSION CORPORATION LTD (OPTCL. _____

(Indicate designation of the Purchaser)

An amount not exceeding ` _____ to the said OPTCL, without any reservation. The guarantee would remain valid up to 4.00 P.M. of _____ (date) and if any further extension to this is required, the same will be extended on receiving instructions from the _____ on whose behalf this guarantee has been issued.

2. We the _____ do hereby, further undertake
(Indicate the Name of the Bank)

to the pay the amounts due and payable under this guarantee without any demur, merely on a demand from the OPTCL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the OPTCL by reason of any breach by the said Contractor(s) of any of the terms or conditions or failure to perform said Bid. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ` _____.

3. We undertake to pay the OPTCL any money so demanded notwithstanding any dispute or disputes so raised by the Contractor(s)/Supplier(s) in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there- under and the Contractor(s)/Supplier(s) shall have no claim against us for making such payment.

4. We the _____ further agree that the guarantee here-in
(Indicate the Name of the Bank)

contained shall remain in full force and effect during the aforesaid period of 240 days (Two Hundred Forty Days) and it shall continue to be so enforceable till all the dues to the OPTCL under or by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till Chairman-Cum-Managing Director, ODISHA POWER TRANSMISSION CORPORATION LTD. certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

5. We the _____ further agree with the OPTCL that

6. (Indicate the Name of the Bank)

the OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the OPTCL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said bid and we shall not be relieved from our liability by reason of any such variation, postponement or extension being granted to the said Contractor(s) or for any forbearance act or omission on the part of the OPTCL or any indulgence by the OPTCL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the Contractor(s).

8. We _____ lastly undertake not to revoke this
(Indicate the Name of the Bank)

guarantee during its currency except with the previous consent of the OPTCL in writing.

Dated the _____ Date of _____

Witness : (With signature, name & address)

- 1.
- 2.

For _____
(Indicate the name of Bank)

ANNEXURE – VII

PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT PAYMENT AND PERFORMANCE

This Guarantee Bond is executed this _____ Day of _____ 20____ by us the _____ Bank at _____ P.O. _____, P.S. _____ Dist. _____ State _____.

1.WHEREAS the ODISHA POWER TRANSMISSION CORPORATION LTD (OPTCL a body corporate constituted under the Electricity (Supply) Act, 1948 (hereinafter called %the OPTCL+) has placed orders No. _____ date _____ (hereinafter called %the Agreement+) on M/s _____ (hereinafter called %the Contractor+) for supply of materials.

AND WHEREAS the Contractor has agreed to supply materials to the OPTCL in terms of the said agreement, AND

WHEREAS the OPTCL has agreed (1) to exempt the Contractor from making payment of Security, (2) to release 100% payment of the cost of materials as per the said agreement and (3) to exempt from performance guarantee on furnishing by the Contractor to the OPTCL, a Composite Bank Guarantee of the value of 10% (Ten percent)/8.5%(Eight & Half percent) of the contract price of the said agreement.

NOW THEREFORE in consideration of the OPTCL having agreed (1) to exempt the Contractor from making payment of Security (2) releasing 100% payment to the Contractor and (3) to exempt from furnishing performance guarantee in terms of the said agreement as aforesaid, we the _____ (Bank) (hereinafter referred to as the Bank) do hereby undertake to pay the OPTCL an amount not exceeding ` _____ (Rupees _____) against any loss or damage caused to or suffered by or would be caused to or suffered by the OPTCL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said agreement.

2.We (the _____ Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the OPTCL stating that the amount claimed is due by way of loss or damage caused to or suffered by the OPTCL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the Contractor's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due any payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ` _____ (Rupees _____).

3.We the _____ (Bank) also undertake to pay to the OPTCL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4.We, (_____ Bank) further agree that the guarantee herein contained shall remain in full force and affect during the period that would be taken for the performance of the said agreement and that it shall continue to do so enforceable till all the dues of the OPTCL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Managing Director, ODISHA POWER TRANSMISSION CORPORATION LTD. Certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the (Date _____) we shall be discharged from all liability under this guarantee thereafter.

5.We, (_____ Bank) further agree that the OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the OPTCL or any indulgence by the OPTCL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but this provisions have effect of so relieving us.

6.This guarantee will not be discharged due to the change in the name, style and constitution of the Bank and Contractor(s).

7.We, (_____ Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the OPTCL in writing.

Date at _____ the _____ Day of _____
Two thousand _____


For _____

(Indicate the name of the Bank)

Witness: (with signature, names and addresses)

- 1.
- 2.

ANNEXURE - VIII
PROFORMA FOR PERFORMANCE GUARANTEE.

 In consideration of the Chairman-cum-Managing Director, ODISHA POWER TRANSMISSION CORPORATION LTD (OPTCL (Hereinafter called ~~the~~ OPTCL) having agreed to exempt M/s. _____ hereinafter called ~~the~~ said Contractor(s) from the demand under the terms & conditions of an agreement No. _____ dated _____ made between _____ and _____ for _____ (hereinafter called ~~the~~ said Agreement) for security Deposit for satisfactory performance of materials (as detailed in the said agreement) during the guarantee period (as detailed in the said agreement) and for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said agreement on production of Bank Guarantee for ` _____ (Rupees _____) only. We _____

(Indicate the name of the Bank)

Bank limited (hereinafter referred to as ~~the~~ Bank) at the request of _____ Contractor(s) do hereby undertake to pay to the OPTCL an amount not exceeding ` _____ (Rupees _____) only) against any loss or damage caused to or suffered or would be caused to suffered by the OPTCL by reasons any of breach by the said Contractor(s) of any of the terms or conditions contained in the said agreement.

2. We _____ Bank Limited do hereby undertake to *(Indicate the name of the Bank)* Pay the amount due and payable under this guarantee without any demur, merely on a demand from the OPTCL stating that the amount claimed is due by way of loss or damaged caused to or would be caused to or suffered by the OPTCL by reasons of any breach by the said Contractor(s) of any of the terms or conditions contained in the said agreement or by reasons of the Contractor's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ` _____ (Rupees _____).

3. We the _____ Bank Limited further agree to pay the OPTCL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Suppliers(s) in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and Contractor(s)/Supplier(s) shall have no claim against us for making such payment.

4. We the _____ Bank Limited further agree that the *(Indicate the name of the Bank)*

guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be so enforceable till all the dues of the OPTCL under or by virtue of the said agreement, have been full paid and its claims satisfied or discharged or until Managing Director, ODISHA POWER TRANSMISSION CORPORATION LTD (OPTCL Certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly, discharges this guarantee. Unless a demand or claim under the guarantee is made on us in writing on or before the expiry of Eighteen months from the last delivery of materials or Twelve months from its use whichever is earlier we shall be discharged from all liabilities under this guarantee thereafter.

5. We the _____ Bank Limited further agree with the *(Indicate the name of the Bank)*

OPTCL that the OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variation, postponement, or extension being granted to the said Contractor(s) or by any such matter or thing what so ever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the Contractor(s)/Supplier(s).

7. We the _____ Bank Limited lastly undertake not to *(Indicate the name of the Bank)*

revoke this guarantee during its currency except with the previous consent of the OPTCL in writing.

8. This performance Bank Guarantee will remain in force up to _____ Dated the _____ Day of _____ 20 _____.

Witness with signature, names & address:

- 1.
- 2.

For _____ Bank Limited.

(Indicate the name of the Bank)

A N N E X U R E – I X

PROFORMA FOR BANK GUARANTEE FOR 100% PAYMENT.

1. In consideration of the Chairman-cum-Managing Director, ODISHA POWER TRANSMISSION CORPORATION LTD (OPTCL (hereinafter called 'the OPTCL') having agreed to allow M/s. _____ (hereinafter called the 'said Contractor(s)'), 100% payment on proof of verification of the materials delivered under the terms and conditions of an agreement No. _____ Dated _____ made between ODISHA POWER TRANSMISSION CORPORATION LTD (OPTCL., Bhubaneswar and M/s. _____ for supply of materials (as detailed in the said agreement) and for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for ` _____ (Rupees) _____ We (the _____ Bank) (hereinafter referred to as 'the Bank') do hereby undertake to pay to the OPTCL an amount not exceeding ` _____ (Rupees _____) against any loss or damage caused to or suffered by or would be caused to or suffered by the OPTCL by reasons of any breach by the said Contractor(s) of any of the terms and conditions contained in the said agreement.

2. We (the _____ Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the OPTCL stating that the amount claimed is due by way of loss or damage caused to or suffered by the OPTCL by reasons of any breach by the said Contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the Contractor(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ` _____ (Rupees _____).

3. We the _____ Bank also undertake to pay to the OPTCL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Suppliers(s) in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, (_____ Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be so enforceable till all the dues of the OPTCL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Managing Director, ODISHA POWER TRANSMISSION CORPORATION LTD (OPTCL Certificates that the terms & conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the (Date _____) we shall be discharged from all liability under this guarantee thereafter.

5. We the _____ Bank Limited further agree with the OPTCL that the OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variation, postponement, or extension being granted to the said Contractor(s) or by any such matter or thing what so ever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the Contractor(s)/Supplier(s).

7. This guarantee will not be discharged due to the change in the name, style & constitution of the Bank or the contractors/suppliers.

8. We, (_____ Bank) lastly undertake not to revoke this guarantee during its currency except with previous consent of the OPTCL in writing.

This performance Bank Guarantee will remain in force up to _____

Date at _____ the _____ Day of _____
_____ Two thousand _____

Witness with signature, names & address:

1.

2.

For _____ Bank Limited.

(Indicate the name of the Bank)